

Form 210A (10/06)

United States Bankruptcy Court Southern District Of New York

In re Lehman Brothers Holdings Inc., et al.,

Case No. 08-13555 (JMP)
(Jointly Administered)

TRANSFER OF CLAIM OTHER THAN FOR SECURITY

A CLAIM HAS BEEN FILED IN THIS CASE or deemed filed under 11 U.S.C. § 1111(a). Transferee hereby gives evidence and notice pursuant to Rule 3001(e)(2), Fed. R. Bankr. P., of the transfer, other than for security, of the claim referenced in this evidence and notice.

Name of Transferee

Deutsche Bank AG, London Branch

Name of Transferor

Banca Promos S.p.A.

Name and Address where notices to transferee should be sent:

Deutsche Bank AG, London Branch
Winchester House, 1 Great Winchester Street
London EC2N 2DB
Tel: +44 20 7547 2400
Fax: +44 113 336 2010
Attention: Michael Sutton
E-mail: Michael.sutton@db.com

Court Claim # (if known): 45311
Amount of Claim (transferred):

- (i) EUR 640,000.00 of ISIN XS0163559841
(plus all interest, costs and fees relating to this claim)
- (ii) EUR 25,000.00 of ISIN XS0176153350
(plus all interest, costs and fees relating to this claim)
- (iii) EUR 717,000.00 of ISIN XS0178969209
(plus all interest, costs and fees relating to this claim)
- (iv) EUR 275,000.00 of ISIN XS0189294225
(plus all interest, costs and fees relating to this claim)
- (v) EUR 65,000.00 of ISIN XS0185655445
(plus all interest, costs and fees relating to this claim)
- (vi) EUR 200,000.00 of ISIN XS0202417050
(plus all interest, costs and fees relating to this claim)

Date Claim Filed: October 23 2009

Tel: N/A

Last Four Digits of Acct. #: N/A

Last Four Digits of Acct. #: N/A

Name and Address where transferee payments should be sent (if different from above):

Tel: +44 20 7547 2400
Last Four Digits of Acct #: N/A

I declare under penalty of perjury that the information provided in this notice is true and correct to the best of my knowledge and belief.

By:

Duncan Robertson
Director Transferee/Transferee's Agent

Michael Sutton
Managing Director

Date:

7 November 2012

Penalty for making a false statement: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 & 3571.

*PARTIAL Transfer of LBHI Claim # 45311
PROGRAM SECURITY*

AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM
LEHMAN PROGRAM SECURITY

TO: THE DEBTOR AND THE BANKRUPTCY COURT

1. For value received, the adequacy and sufficiency of which are hereby acknowledged, **Banca Promos S.p.A.** ("Seller") hereby unconditionally and irrevocably sells, transfers and assigns to **Deutsche Bank AG, London Branch** (the "Purchaser"), and Purchaser hereby agrees to purchase, as of the date hereof, (a) an undivided interest, to the extent of the applicable percentage specified in Schedule 1 hereto, in Seller's right, title and interest in and to Proof of Claim Number 45311 filed by or on behalf of Seller (a copy of which is attached at Schedule 2 hereto) (the "Proof of Claim") as is specified in Schedule 1 hereto (the "Purchased Portion") against Lehman Brothers Holdings, Inc., as guarantor of the Purchased Security (as defined below) and debtor in proceedings for reorganization (the "Proceedings") in the United States Bankruptcy Court for the Southern District of New York (the "Court"), administered under Case No. 08-13555 (JMP) (the "Debtor"), (b) all rights and benefits of Seller relating to the Purchased Portion, including without limitation (i) any right to receive cash, securities, instruments, interest, damages, penalties, fees or other property, which may be paid or distributed with respect to the Purchased Portion or with respect to any of the documents, agreements, bills and/or other documents (whether now existing or hereafter arising) which evidence, create and/or give rise to or affect in any material way the Purchased Portion, whether under a plan or reorganization or liquidation, pursuant to a liquidation, or otherwise, (ii) any actions, claims (including, without limitation, "claims" as defined in Section 101(5) of Title 11 of the United States Code (the "Bankruptcy Code")), rights or lawsuits of any nature whatsoever, whether against the Debtor or any other party, arising out of or in connection with the Purchased Portion, (iii) any rights and benefits arising out of or in connection with any exhibit, attachment and/or supporting documentation relating to the Purchased Portion, and (iv) any and all of Seller's right, title and interest in, to and under the transfer agreements, if any, under which Seller or any prior seller acquired the rights and obligations underlying or constituting a part of the Purchased Portion, but only to the extent related to the Purchased Portion, (c) any and all proceeds of any of the foregoing (collectively, as described in clauses (a), (b), and (c), the "Transferred Claims"), and (d) the security or securities (any such security, a "Purchased Security") relating to the Purchased Portion and specified in Schedule 1 attached hereto.

2. Seller hereby represents and warrants to Purchaser that: (a) the Proof of Claim was duly and timely filed on or before 5:00 p.m. (prevailing Eastern Time) on November 2, 2009 in accordance with the Court's order setting the deadline for filing proofs of claim in respect of "Lehman Program Securities"; (b) the Proof of Claim relates to one or more securities expressly identified on the list designated "Lehman Programs Securities" available on <http://www.lehman-docket.com> as of July 17, 2009; (c) Seller owns and has good and marketable title to the Transferred Claims, free and clear of any and all liens, claims, set-off rights, security interests, participations, or encumbrances created or incurred by Seller or against Seller; (d) Seller is duly authorized and empowered to execute and perform its obligations under this Agreement and Evidence of Transfer; (e) the Proof of Claim includes the Purchased Portion specified in Schedule 1 attached hereto; and (f) neither Seller nor any of its predecessors-in-title has engaged in any acts, conduct or omissions, or had any relationship with the Debtor or its affiliates, that will result in Purchaser receiving in respect of the Transferred Claims proportionately less payments or distributions or less favorable treatment than other unsecured creditors.

3. Seller hereby waives any objection to the transfer of the Transferred Claims to Purchaser on the books and records of the Debtor and the Court, and hereby waives to the fullest extent permitted by law any notice or right to receive notice of a hearing pursuant to Rule 3001(e) of the Federal Rules of Bankruptcy Procedure, the Bankruptcy Code, applicable local bankruptcy rules or applicable law, and consents to the substitution of Seller by Purchaser for all purposes in the case, including, without limitation, for voting and distribution purposes with respect to the Transferred Claims. Purchaser agrees to file a notice of transfer with the Court pursuant to Federal Rule of Bankruptcy Procedure 3001(e) including this Agreement and Evidence of Transfer of Claim. Seller acknowledges and understands, and hereby stipulates, that an order of the Court may be entered without further notice to Seller transferring to Purchaser the Transferred Claims, recognizing Purchaser as the sole owner and holder of the Transferred Claims, and directing that all payments or distributions of money or property in respect of the Transferred Claim be delivered or made to Purchaser.

4. All representations, warranties, covenants and indemnities shall survive the execution, delivery and performance of this Agreement and Evidence of Transfer of Claim and the transactions described herein.

DB Ref: 11550

Purchaser shall be entitled to transfer its rights hereunder without any notice to or the consent of Seller. Seller hereby agrees to indemnify, defend and hold Purchaser, its successors and assigns and its officers, directors, employees, agents and controlling persons harmless from and against any and all losses, claims, damages, costs, expenses and liabilities, including, without limitation, reasonable attorneys' fees and expenses, which result from Seller's breach of its representations and warranties made herein.

5. Seller shall promptly (but in any event no later than three (3) business days) remit any payments, distributions or proceeds received by Seller in respect of the Transferred Claims to Purchaser. Seller has transferred, or shall transfer as soon as practicable after the date hereof, to Purchaser each Purchased Security to such account, via Euroclear or Clearstream (or similar transfer method), as Purchaser may designate in writing to Seller. This Agreement and Evidence of Transfer supplements and does not supersede any confirmation, any other automatically generated documentation or any applicable rules of Euroclear or Clearstream (or similar transfer method) with respect to the purchase and sale of the Purchased Security.

6. Each of Seller and Purchaser agrees to (a) execute and deliver, or cause to be executed and delivered, all such other and further agreements, documents and instruments and (b) take or cause to be taken all such other and further actions as the other party may reasonably request to effectuate the intent and purposes, and carry out the terms, of this Agreement and Evidence of Transfer, including, without limitation, cooperating to ensure the timely and accurate filing of any amendment to the Proof of Claim.

7. Seller's and Purchaser's rights and obligations hereunder shall be governed by and interpreted and determined in accordance with the laws of the State of New York (without regard to any conflicts of law provision that would require the application of the law of any other jurisdiction). Seller and Purchaser each submit to the jurisdiction of the courts located in the County of New York in the State of New York. Each party hereto consents to service of process by certified mail at its address listed on the signature page below.

IN WITNESS WHEREOF, this AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM is executed this 29 day of October 2012.

BANCA PROMOS S.P.A.

By: 
Name:
Title:

Ugo Malasomma
Viale Gramsci 19
80123 Napoli

DEUTSCHE BANK AG, LONDON BRANCH

By: 
Name:
Title: **Duncan Robertson**
Director
Winchester House
1, Great Winchester Street
London EC2N 2DB
ENGLAND
Attn: Michael Sutton

Philipp Roever
Vice President

Schedule 1

Transferred Claims

Purchased Portion

- 100% (including all interest, costs and fees relating thereto) of the claim that is referenced in line item number 4 of the Proof of Claim (as highlighted in the copy of the Proof of Claim attached at Schedule 2) and relating to the first Purchased Security described below.
- 100% (including all interest, costs and fees relating thereto) of the claim that is referenced in line item number 5 of the Proof of Claim (as highlighted in the copy of the Proof of Claim attached at Schedule 2) and relating to the first Purchased Security described below.
- 100% (including all interest, costs and fees relating thereto) of the claim that is referenced in line item number 6 of the Proof of Claim (as highlighted in the copy of the Proof of Claim attached at Schedule 2) and relating to the first Purchased Security described below.
- 100% (including all interest, costs and fees relating thereto) of the claim that is referenced in line item number 7 of the Proof of Claim (as highlighted in the copy of the Proof of Claim attached at Schedule 2) and relating to the first Purchased Security described below.
- 100% (including all interest, costs and fees relating thereto) of the claim that is referenced in line item number 8 of the Proof of Claim (as highlighted in the copy of the Proof of Claim attached at Schedule 2) and relating to the first Purchased Security described below.
- 100% (including all interest, costs and fees relating thereto) of the claim that is referenced in line item number 9 of the Proof of Claim (as highlighted in the copy of the Proof of Claim attached at Schedule 2) and relating to the first Purchased Security described below.
- 100% (including all interest, costs and fees relating thereto) of the claim that is referenced in line item number 11 of the Proof of Claim (as highlighted in the copy of the Proof of Claim attached at Schedule 2) and relating to the first Purchased Security described below.
- 100% (including all interest, costs and fees relating thereto) of the claim that is referenced in line item number 12 of the Proof of Claim (as highlighted in the copy of the Proof of Claim attached at Schedule 2) and relating to the first Purchased Security described below.

Lehman Programs Securities to which Transfer Relates

Description of Security	ISIN/CUSIP	Blocking Number	Issuer	Guarantor	Principal/Notional Amount	Maturity
MTN1677	XS0163559841	6054949	Lehman Brothers Treasury Co. BV	Lehman Brothers Holdings Inc.	EUR 640,000.00	3/14/2011
MTN1797	XS0176153350	6054939	Lehman Brothers Treasury Co. BV	Lehman Brothers Holdings Inc.	EUR 25,000.00	10/10/2013
MTN1837	XS0178969209	6054942	Lehman Brothers Treasury Co. BV	Lehman Brothers Holdings Inc.	EUR 680,000.00	11/26/2013
MTN2049	XS0189294225	6054902	Lehman Brothers Treasury Co. BV	Lehman Brothers Holdings Inc.	EUR 274,000.00	4/23/2014
MTN1963	XS0185655445	6054910	Lehman Brothers Treasury Co. BV	Lehman Brothers Holdings Inc.	EUR 65,000.00	2/27/2014
MTN2348	XS0202417050	6054944	Lehman Brothers Treasury Co. BV	Lehman Brothers Holdings Inc.	EUR 200,000.00	10/27/2014
MTN1837	XS0178969209	6056147	Lehman Brothers Treasury Co. BV	Lehman Brothers Holdings Inc.	EUR 37,000.00	11/26/2013
MTN2049	XS0189294225	6056119	Lehman Brothers Treasury Co. BV	Lehman Brothers Holdings Inc.	EUR 1,000.00	4/23/2014

Schedule 1-1

Schedule 2

Copy of Proof of Claim 45311

DB Ref: 11550



United States Bankruptcy Court/Southern District of New York

Lehman Brothers Holdings Claims Processing Center
c/o Epiq Bankruptcy Solutions, LLC
FDR Station, P.O. Box 5076
New York, NY 10150-5076

**LEHMAN SECURITIES PROGRAMS
PROOF OF CLAIM**

In Re: Chapter 11
Lehman Brothers Holdings Inc., et al., Case No. 08-13555 (JMP)
Debtors. (Jointly Administered)

Filed: USBC - Southern District of New York
Lehman Brothers Holdings Inc., Et Al.
08-13555 (JMP) 0000045311

Note: This form may not be used to file claims other than those based on Lehman Programs Securities as listed on <http://www.lehman-docket.com> as of July 17, 2009



Name and address of Creditor: (and name and address where notices should be sent if different from Creditor)

Banca Promos S.p.A.
Via Stazio, 5
80123 - Naples - Italy
Attn: Mr. Marcello Buonanno

☒ Check this box to indicate that this claim amends a previously filed claim.

Court Claim Number: 415
(if known)

Filed on: 10/30/2008

Telephone number: +39 0810170302 Email Address: marcello.buonanno@bancapromos.it

Name and address where payment should be sent (if different from above)

☐ Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.

Telephone number: Email Address:

1. Provide the total amount of your claim based on Lehman Programs Securities. Your claim amount must be the amount owed under your Lehman Programs Securities as of September 15, 2008, whether you owned the Lehman Programs Securities on September 15, 2008 or acquired them thereafter, and whether such claim matured or became fixed or liquidated before or after September 15, 2008. The claim amount must be stated in United States dollars, using the exchange rate as applicable on September 15, 2008. If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the claim amounts for each Lehman Programs Security to which this claim relates.

Amount of Claim: \$ See schedule attached (Required)

☒ Check this box if the amount of claim includes interest or other charges in addition to the principal amount due on the Lehman Programs Securities.

2. Provide the International Securities Identification Number (ISIN) for each Lehman Programs Security to which this claim relates. If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the ISINs for the Lehman Programs Securities to which this claim relates.

International Securities Identification Number (ISIN): See schedule attached (Required)

3. Provide the Clearstream Bank Blocking Number, a Euroclear Bank Electronic Reference Number, or other depository blocking reference number, as appropriate (each, a "Blocking Number") for each Lehman Programs Security for which you are filing a claim. You must acquire a Blocking Number from your accountholder (i.e. the bank, broker or other entity that holds such securities on your behalf). If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the Blocking Numbers for each Lehman Programs Security to which this claim relates.

Clearstream Bank Blocking Number, Euroclear Bank Electronic Instruction Reference Number and or other depository blocking reference number:

See schedule attached (Required)

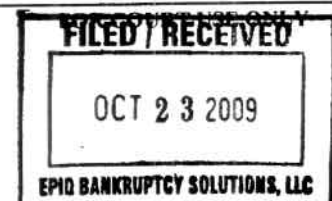
4. Provide the Clearstream Bank, Euroclear Bank or other depository participant account number related to your Lehman Programs Securities for which you are filing this claim. You must acquire the relevant Clearstream Bank, Euroclear Bank or other depository participant account number from your accountholder (i.e. the bank, broker or other entity that holds such securities on your behalf). Beneficial holders should not provide their personal account numbers.

Accountholders Euroclear Bank, Clearstream Bank or Other Depository Participant Account Number:

See schedule attached (Required)

5. Consent to Euroclear Bank, Clearstream Bank or Other Depository: By filing this claim, you consent to, and are deemed to have authorized, Euroclear Bank, Clearstream Bank or other depository to disclose your identity and holdings of Lehman Programs Securities to the Debtors for the purpose of reconciling claims and distributions.

Date: 10/21/2009
Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any. Ugo Malasomma, legally authorized representative of Banca Promos S.p.A.



Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571

Versione 7

Sede Legale e Direzione Generale:
Via Stazio, 5 - 80123 Napoli - Italia
Tel. +39.081.0170111 - +39.081.7142222



Iscritta all'Albo delle Banche
Aderente al Fondo Interbancario di Tutela dei Depositi
Aderente Fondo Nazionale Garanzia
Membro I.C.M.A.

Attached Schedule: Details about Lehman Programs Securities claimed from Banca Promos S.p.A.

Exchange rate EUR/USD applied - 09/15/2008 = 1.4151 (ECB Euro Exchange Reference Rate USD)

Issuer	Description	ISIN Code	Euroclear Bank Electronic Instruction Reference Number	Euroclear Account Number	Nominal Amount (EUR)	Nominal Amount (USD)	Interest Rate	Accrued Interest 09/15/2008 (USD)	Total Amount (USD)
LEHMAN BROTHERS HOLDINGS INC	LEHMAN BROTHERS HOLDINGS 05/04/2011 FRN	XS0189741001	6054937	94328	50,000.00	70,755.00	5.31600	731.37	71,486.37
LEHMAN BROTHERS HOLDINGS INC	LEHMAN BROTHERS HOLDINGS 20/07/2012 FRN	XS0224346592	6054932	94328	100,000.00	141,510.00	5.20800	1,166.89	142,676.89
LEHMAN BROTHERS HOLDINGS INC	LEHMAN BROTHERS HOLDINGS 21/05/2009 FRN	XS0193035358	6054936	94328	100,000.00	141,510.00	5.21300	512.29	142,022.29
LEHMAN BROTHERS TREASURY CO. BV	LEHMAN BROTHERS TSY BV 14/03/2011 FRN	XS0163559841	6054949	94328	640,000.00	905,664.00	3.83827	17,619.01	923,283.01
LEHMAN BROTHERS TREASURY CO. BV	LEHMAN BROTHERS TSY BV 10/10/2013 FRN	XS0176153350	6054939	94328	25,000.00	35,377.50	3.06006	1,011.39	36,388.89
LEHMAN BROTHERS TREASURY CO. BV	LEHMAN BROTHERS TSY BV 26/11/2013 FRN	XS0178969209	6054942	94328	680,000.00	962,268.00	3.43846	26,651.06	988,919.06
LEHMAN BROTHERS TREASURY CO. BV	LEHMAN BROTHERS TSY BV 23/04/2014 FRN	XS0189294225	6054902	94328	274,000.00	387,737.40	4.31915	6,652.90	394,390.30
LEHMAN BROTHERS TREASURY CO. BV	LEHMAN BROTHERS TSY BV 27/02/2014 FRN	XS0185655445	6054910	94328	65,000.00	91,981.50	4.56192	2,310.74	94,292.24
LEHMAN BROTHERS TREASURY CO. BV	LEHMAN BROTHERS TSY BV 27/10/2014 FRN	XS0202417050	6054944	94328	200,000.00	283,020.00	3.00348	7,545.60	290,565.60
LEHMAN BROTHERS TREASURY CO. BV	LEHMAN BROTHERS TSY BV 22/12/2017 FRN	IT0006578600	6054908	94328	340,000.00	481,134.00	2.68800	9,495.92	490,629.92
LEHMAN BROTHERS TREASURY CO. BV	LEHMAN BROTHERS TSY BV 26/11/2013 FRN	XS0178969209	6056147	20080	37,000.00	52,358.70	3.43846	1,450.13	53,808.83
LEHMAN BROTHERS TREASURY CO. BV	LEHMAN BROTHERS TSY BV 23/04/2014 FRN	XS0189294225	6056119	20080	1,000.00	1,415.10	4.31915	24.28	1,439.38
LEHMAN BROTHERS TREASURY CO. BV	LEHMAN BROTHERS TSY BV 22/12/2017 FRN	IT0006578600	6056132	20080	105,000.00	148,585.50	2.68800	2,932.56	151,518.06
TOTAL USD									3,781,420.84

Cap. Soc. € 7.740.000 i.v. - P.I. 04368171007 - C.F. 03321720637 - REA 329424 - ABI 03265
www.bancapromos.it - info@bancapromos.it

[Handwritten signature]



FIRME AUTORIZZATE AUTHORIZED SIGNATURE LIST

COGNOME E NOME NAME	CARICA CHARGE	FIRMA SIGNATURE
UGO MALASOMMA	Presidente CdA <i>Chairman</i>	
TIZIANA CARANO	Amministratore Delegato <i>Chief Executive Officer</i>	
GIOVANNA LAURITANO	Compliance	
MARCELLA MARENCO	Resp. Controllo Interno <i>Internal Audit</i>	
ALESSANDRA CARRETTA	Capo Area Crediti e Servizi Interni <i>Credits and operations Director</i>	
COLOMBA GARGIULO	Resp. Back Office <i>Head of Back Office</i>	
LEANDRO DE VIVO	Resp. Mercati Internazionali <i>Head of Trading</i>	

Banca Promos S.p.A.
Sede e Direzione Generale - via Stazio, 5 - 60123 Napoli
Tel. +39.081.0504111
info@bancapromos.it e-mail: info@bancapromos.it
Cap. soc. i.v. € 7.740.000
C.F. 03321720337
Autorizzata al Fondo Nazionale di Garanzia
Membro A.B.I. - Associazione Bancaria Italiana
Membro S.M.A. - International Securities Market Association
Membro N.S.I.O.V. - Associazione Italiana Operatori Titoli Esteri

Versione 7



Iscritta all'Albo delle Banche
Aderente al Fondo Interbancario di Tutela dei Depositi
Aderente Fondo Nazionale Garanzia
Membro I.C.M.A.

Sede Legale e Direzione Generale:
Via Stazio, 5 – 80123 Napoli - Italia
Tel. +39.081.0170111 - +39.081.7142222

Prot. 1080/2009

Naples, 10/21/2009
Epiq Bankruptcy Solutionc, LLC
Attn: Lehman Brothers Holdings
Claims Processing
757 Third Avenue, 3rd Floor
New York, New York 10017
USA

Object: Lehman Programs Securities Proof of claim – Lehman Brothers Holdings Inc.

Inside this mail you will find in attached:

- Lehman Securities Programs Proof of claim – United States Bankruptcy Court
- Attached schedule about Lehman Programs Securities claimed from Banca Promos S.p.A.
- Copy of power of attorney of the legally authorized representative of Banca Promos S.p.A. that signs the proof of claim

For any additional information you may contact us as indicated in the proof of claim.

Best Regards.

Banca Promos S.p.A.

Ugo Malasomma,

Legally authorized representative

